

PROPOSAL

(Date)

TO: Piedmont Triad Airport Authority
Guilford County, North Carolina

In response to your request for bids, the undersigned hereby proposes to furnish the material and perform the work for all items listed in the following Proposal Bid Form, in strict accordance with the General Provisions, Technical Specifications, Construction Plans, and all other contract documents, for the consideration of the prices quoted.

It is understood that the estimated quantities of work to be done are approximate only and are given in the proposal only as a basis for comparison of proposals and award of contract, that the Owner reserves the right to make alterations in the work and that the estimated quantities may be increased or decreased and minor items omitted by the Engineer as stipulated in the General Provisions.

It is understood that the Owner reserves the right to accept or reject any part of any bid or all bids and waive informalities.

The bidder further agrees that if awarded the contract, he will commence the work within ten (10) days after the date of receipt of notice to proceed or upon the date designated for the beginning of the work set forth in such notice, whichever date is later, and that he will complete the work as set forth in the proposal.

PROPOSAL BID FORM FOR
CONSTRUCTION AT
PIEDMONT TRIAD INTERNATIONAL AIRPORT
GUILFORD COUNTY, NORTH CAROLINA

EMPTYING, CLEANING, REMOVING AND DISPOSING OF
UNDERGROUND STORAGE TANKS (UST'S).

Order of Work and Construction Time Schedule

UST'S and Hydraulic Lift available immediately - work to be completed within 60 calendar days of notice to proceed.

Item No.	Estimated Quantity	Unit	Name of Pay Item with Unit Bid Price Written In Words	Unit Bid Price Dols. Cts.	Amount Bid Dols. Cts.
1 (UST)	1	Lump Sum	Empty, Clean, Remove and Dispose of UST'S "A", "B", "C", "D", "E", "F", "G", and "H" and Hydraulic Lift "I"		
			@ _____		

			_____ per unit		
			Total Written In Words	_____	

			Total In Numerals	\$ _____	

P R O P O S A L

EQUAL OPPORTUNITY REPORT STATEMENT
AS REQUIRED AT 41 CFR 60-1.7(6)

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid):

1. The Bidder (Proposer) has___ has not___ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Bidder (Proposer) has___ has not___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Bidder (Proposer) has___ has not___ filed with the Joint Reporting Committee the annual compliance report on standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) does___ does not___ employ fifty (50) or more employees.

CERTIFICATION TO BE SUBMITTED BY FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

Certification of Nonsegregated Facilities

The federally assisted construction contractor certifies that he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

P R O P O S A L

Name of Bidder

By: _____

Name & Title of Signing Official

Business Address: _____

Attest: _____

Witness: _____

Individual trading in own name _____

Individual trading under firm name _____

Co-partners trading under firm name _____

Corporation-State of _____ Principal Office _____

President _____
(Name) (Address)

Secretary _____

Treasurer _____

E N D
P - 14

ITEM UST - EMPTYING, CLEANING, REMOVING AND
DISPOSING OF UNDERGROUND STORAGE TANKS
AND
HYDRAULIC LIFT

Description

UST-1.1 This item consists of the emptying, cleaning, removal, assessment of site for contamination, and disposal of underground storage tanks (including related piping and hydraulic lift), at the locations shown on the plans.

Construction Methods

UST-2.1 PERMITS AND NOTIFICATIONS. The contractor shall be responsible for notifying the proper regulating authorities and obtaining all required permits prior to beginning work and during the course of underground storage tank removal, as necessary to satisfy all Federal, State and Local requirements.

UST-2.2 EMPTYING, CLEANING AND REMOVAL. The emptying, cleaning and removal of the underground storage tanks and hydraulic lift shall be accomplished by qualified personnel, and in strict accordance with all Federal Environmental Protection Agency (EPA), State of North Carolina, and Guilford County regulations and requirements.

UST-2.3 SITE ASSESSMENT. An assessment of the site, to measure possible contamination, shall be made for each underground storage tank removed, prior to backfilling the excavated area. The methods of measurement, sample types, and sample locations shall be in accordance with the requirements of the regulating authorities and the Environmental Protection Agency. If no contamination is discovered, the excavated areas shall be backfilled in accordance with UST-2.4 BACKFILLING. In the event that the site assessment indicates contamination, the work shall be stopped and the owner and regulatory authorities notified of the conditions. The owner will then formulate a plan for corrective action.

UST-2.4 BACKFILLING. After emptying, cleaning and removal of the underground storage tanks, and if the results of the site assessment show no contamination, the excavations shall be backfilled with suitable materials, provided by the Contractor and approved by the Engineer, and compacted to 100% of the Standard Proctor Density. No backfilling will be commenced until so authorized by the Engineer.

UST-2.5 DISPOSAL AND CLEANUP. The underground storage tanks and hydraulic lift removed under this project shall be disposed of, in accordance with all regulations and requirements, at an off-site location of the Contractor's selection, and the removal site cleaned up to the satisfaction of the Engineer.

ITEM UST - EMPTYING, CLEANING, REMOVING AND
DISPOSING OF UNDERGROUND STORAGE TANKS
AND
HYDRAULIC LIFT

Restoration of asphalt and/or concrete pavements damaged during the removal operations will not be required.

Method of Measurement

UST-3.1 The underground storage tanks and hydraulic lift emptied, cleaned, removed and disposed of under this project shall be measured as one complete unit.

Basis of Payment

UST-4.1 The accepted quantity of underground storage tanks and hydraulic lift emptied, cleaned, removed and disposed of shall be paid for at the contract lump sum price, complete. This price shall be full compensation for notifying the regulatory authorities, obtaining the required permits, and for furnishing all materials and for all preparation required to accomplish the emptying, cleaning, removal and disposal of the underground storage tanks and hydraulic lift for site assessment, backfilling of the excavated areas, site cleanup, and incidentals necessary to complete the item.

Payment will be made under:

Item UST-4.2 - Empty, Clean, Remove and Dispose of UST's "A",
"B", "C", "D", "E", "F", "G" and "H" and
Hydraulic Lift "I" ----- lump sum

E N D

UST - 2

GENERAL PROVISIONS

GP-01 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased without in any way invalidating the unit bid prices.

GP-02 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

GP-03 PREPARATION OF PROPOSAL. The bidder shall submit his proposal on the forms furnished by the owner. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals for which he proposes to do each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign his proposal correctly and in ink. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the State under the laws of which the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of his authority to do so and that the signature is binding upon the firm or corporation.

GENERAL PROVISIONS

GP-04 INQUIRES. All inquiries in regard to the Contract Documents during the bid period shall be directed to:

Southern Mapping & Engineering Company
4521 West Market Street
Greensboro, North Carolina 27407
(919) 294-4441

GP-05 AUTHORITY OF THE ENGINEER. The engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. He shall decide all questions which may arise as to the interpretation of the specifications or plans relating to the work, the fulfillment of the contract on the part of the contractor, and the rights of different contractors on the project. The engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the contract.

GP-06 COOPERATION BETWEEN CONTRACTORS. The owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

The contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

GENERAL PROVISIONS

GP-07 AUTHORITY AND DUTIES OF INSPECTORS. Inspectors employed by the owner shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the contractor.

Inspectors employed by the owner are authorized to notify the contractor or his representative of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the engineer for his decision.

GP-08 LAWS TO BE OBSERVED. The contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the owner and all his officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

GP-09 PERMITS, LICENSES, AND TAXES. The contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

GP-10 RESPONSIBILITY FOR DAMAGE CLAIMS. The contractor shall indemnify and save harmless the engineer and the owner and their officers, and employees from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said contractor; or because of any claims or amounts recovered from any infringements of

GENERAL PROVISIONS

patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act", or any other law, ordinance, order, or decree. Money due the contractor under and by virtue of his contract as may be considered necessary by the owner for such purpose may be retained for the use of the owner or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the owner, except that money due the contractor will not be withheld when the contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

GP-11 ENVIRONMENTAL PROTECTION. The contractor shall comply with all Federal, State, and local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

GP-12 CONTRACTOR'S LIABILITY INSURANCE. The contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them or by any one for whose acts any of them may be liable:

- (1) Claims under workman's compensation, disability benefit and other similar employee benefits acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- (3) Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees;
- (4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or (2) by any other person; and
- (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

GENERAL PROVISIONS

- (1) Comprehensive General Liability and Automobile Liability including completed operations and the contractual liability above referred to:

The limit \$1,000,000.00

- (2) Workman's Compensation shall conform to statutory limits:

Certificates of Insurance acceptable to the owner shall be filed with the owner prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least 15 days prior written notice has been given to the owner.

GP-13 SALES TAX RECORDS. For all material incorporated into the work under this contract, the contractor will furnish to the Piedmont Triad Airport Authority a list showing the invoice number, date, the person or firm the invoice is from, the material involved, the cost of the material, and the amount of North Carolina State Sales Tax remitted to the State. The contractor will certify that the list is correct and will submit the list each month for material used during the preceeding month.

E N D